

AGREEMENT

BETWEEN

THE CITY OF ALBUQUERQUE

AND

THE UNITED TRANSPORTATION UNION
LOCAL 1745

EFFECTIVE:

FEBRUARY 10, 2001 THROUGH FEBRUARY 8, 2003

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AGREEMENT

Between the City of Albuquerque, New Mexico, the government of the City of Albuquerque, acting through and for its agencies, departments, divisions, branches and bureaus, and hereinafter referred to as "City", and the United Transportation Union, Local 1745, hereinafter referred to as the "Union", representing the full-time permanent, non-probationary Motor coach Operators (MCOs) and Sun Van Chauffeurs (SVCs) employed by the Albuquerque Transit Department of the City of Albuquerque, New Mexico.

WITNESSETH: That the parties hereto have agreed as follows:

GENERAL PURPOSES OF THE AGREEMENT

The general purpose of this Agreement is to (1) Provide for the wages, rates of pay, hours and other conditions of employment of the MCOs and SVCs of the Albuquerque Transit Department; (2) Provide for an efficient means of manning the service; (3) Provide for the fair treatment of City Transit MCOs and SVCs; (4) Provide for the efficient operation of the Albuquerque Transit Department so that public transportation service may be rendered in such a manner as will best serve the public convenience and necessity without interruption; (5) Provide for the prompt and amicable adjustment of disputes which may arise out of the application or interpretations of this Agreement or otherwise; (6) Provide for such other arrangements which may be deemed advisable by the parties hereto to safeguard their respective interests and establish and maintain harmonious relationships; and (7) Provide for the safeguarding of the City's Property.

SECTION 1. RECOGNITION

A. The Union, having shown that it represents a majority of employees holding the job position of MCOs and SVCs is hereby recognized as the exclusive bargaining agent for such full-time permanent, non-probationary employees. The City agrees to deal with appointed or elected Union officials designated by the Union. The Union agrees to work through the Transit Department and then if necessary through the Office of Employee Relations on any issue that may arise concerning employee problems or this contract.

B. The right of individual employees to present their own requests or process their own grievances shall not be impaired by this Agreement. The Union will be given written notice of any grievance filed by any member of the United Transportation Bargaining Unit and a Union representative may be present at such grievance.

C. For the purpose of this Agreement, the term "employees" shall include, as heretofore states, only those full-time permanent non-probationary employees holding the job position of MCOs and SVCs. All other employees irrespective of their job position title, including those who are members of supervision, shall be excluded from representation by the Union.

D. It is understood that for collective bargaining purposes, the Union will represent all permanent non-probationary Motor Coach Operators ("MCOs") and Sun Van Chauffeur ("SVCs") and not temporary or probationary employees;

1. Beginning in fiscal year 2001, all new MCOs and SVCs will be hired as permanent, probationary employees; and,

2. Beginning in fiscal year 2001, the City may only hire temporary drivers for short-term operational purposes which cannot be fulfilled with permanent drivers. These special events may include adjustments for vacation schedules or unanticipated peak service needs.

E. The parties recognize the right of the Transit Department to hire and use temporary MCOs and SVCs as per Section D above. For purposes of this agreement, "temporary" shall be defined as an employee who is given a termination date at the time of initial employment and whose length of temporary service shall not exceed two years. Temporary employees shall not be members of the bargaining unit, and their rights shall be governed by the provisions of the Merit System Ordinance and the Personnel Rules and Regulations.

F. Temporary MCOs and SVCs will be given preference in filling permanent positions as they become available, when no qualified permanent employees are available to fill the vacancy. Temporaries will be selected for permanent positions based first on performance and second on seniority. If there are no qualified permanent or temporary employees available to fill a vacancy, the Department may fill the vacancy by whatever means it deems appropriate. The City agrees to forward to the Union through the Transit Manager, the names of new employees who come within the scope of this agreement.

G. Temporary MCOs who become permanent MCOs after serving 6 or more months as a temporary shall not be required to serve a probationary period and shall immediately gain permanent, non-probationary status. Temporary MCOs who become permanent MCOs after serving less than 6 months as a temporary shall be required to serve a probationary period which brings their total length of service as an MCO to 6 months, following which time the MCO shall gain permanent, non-probationary status.

H. The provisions of subsection F shall apply to temporary SVCs who become permanent SVCs.

I. Temporary MCOs, with less than 4 months of service who transfer to positions as permanent probationary SVCs shall be required to serve a probationary period which brings their total length of service to 6 months following which time the employee will gain permanent, non-probationary status. Temporary MCOs with more than 4 months of service, and less than two months previous experience as SVCs, who transfer to positions as permanent probationary SVCs will be required to serve an additional probationary period of two months, less any amount of time previously spent as an SVD, following which time the employee will gain permanent, non-probationary status after six months of total service. Temporary MCOs who transfer to positions as permanent SVCs with at least two months previous experience as SVCs, will gain permanent non-probationary status upon transfer to the permanent position.

J. The provisions of subsection H shall also apply to temporary SVCs who transfer to positions as permanent, probationary MCOs.

K. Should the decision of any court of competent jurisdiction render any part of this Section invalid or otherwise null and void, the parties will comply with the decision of the court.

SECTION 2. PAYROLL DEDUCTION OF UNION DUES

A. For the convenience of the Union and its members, the City agrees to deduct regular bi-weekly dues, Union-sponsored insurance and pension plan payments from the pay of those employees who properly authorize the City to make such deductions.

B. Such deduction requests will authorize the City to deduct the amounts specified in writing by the Secretary-Treasurer, Local 1745, United Transportation Union. The amounts authorized may be changed or canceled during the first week of the calendar quarter beginning January, April, July, and October, except in case of termination of employment. Such changes are to be effective in the next pay period. Requests for changes should be made through the Secretary-Treasurer of the Union.

C. The Secretary-Treasurer of the Union will submit, ten (10) days prior to the end of the second pay period each month, a listing of deductions for new members to the Timekeeper, Albuquerque Transit Department. Such listing will be in the format approved by the City.

D. Changes in established deductions may be submitted by the Secretary-Treasurer once per calendar quarter. Such changes will be submitted in the format approved by the City no later than ten (10) days prior to the end of the second pay period in the month requested.

E. The Union will stock the forms necessary for Union deductions or their cancellations.

F. Deductions shall be remitted to the Secretary-Treasurer of the Union on a bi-weekly basis and the City shall furnish to the Secretary-Treasurer of the Union, monthly, a record of those for whom deductions have been made each month.

G. Employees who are dues paying members of the United Transportation Union, Local 1745, and wish to cancel dues deductions will do so by providing appropriate notice to the City of Albuquerque with a copy to the Union Secretary-Treasurer of Local 1745. Such cancellation notice must be provided within the first ten (10) days of the month of January or July.

H. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of any conduct taken by the City for the purpose of complying with the above.

I. Payment of an agency fee by non-union bargaining unit employees has been authorized by Resolution of the Albuquerque City Council; and Resolution requires that any agency fee provision negotiated pursuant to the Resolution comply, with all State and Federal legal requirements.

1. The Union will retain an independent auditor to audit its receipts and expenditures for the previous 12 months and once every 12 months thereafter;

2. The Union will publish the results of the audit, including an adequate explanation of the agency fee, to bargaining unit members;

3. Bargaining unit members shall have 30 days to file a challenge to the apportionment of the agency fee;

4. Any challenge shall be heard by an impartial decision maker;

5. The amount of the agency fee shall only include costs which arise from the negotiation and administration of the collective bargaining agreement and the adjustment of grievances or prohibited practices charges filed by the U.T.U.;

6. Under no circumstances shall non-union bargaining unit members be required to contribute toward the U.T.U.'s social, political, or charitable activities, nor shall any bargaining unit member be subject to any retaliation for refusal to contribute to such activities;

7. The U.T.U. has the burden at all times of providing that its costs were properly apportioned to the agency fee;

8. Any portion of the agency fee which specifically challenged shall be held in escrow until resolution of the challenge;

9. The U.T.U. will indemnify and hold the City harmless, including payment of attorney fees and costs for counsel chosen by agreement of the parties for any claim or challenge to the imposition of an agency fee;

10. Once the appropriate amount of the agency fee for the previous 12 months has been determined, the City agrees to deduct that amount from the pay of bargaining unit members for the subsequent 12 months.

11. The City shall make such fair share payment deductions for employees in the Union's bargaining unit who do not submit an authorization form for Union dues deduction, as otherwise provided by the current collective bargaining agreement.

12. The City shall make employee payroll deductions for fair share payments upon notification to the non dues-paying bargaining unit employee of the amount and reason for such payment.

13. All money deducted from wages for fair share payment shall be remitted to the Union after payday covering the pay period of deduction. If an employee has insufficient earnings for the pay period, no fair share payroll deduction will be made for that employee for that pay period.

SECTION 3. CITY RIGHTS

A. The City retains all rights not expressly curtailed by this Agreement and as provided in Section 2-2-5 of the Employee Relations Ordinance, Council Bill 0=67, as amended and approved January 3, 1977.

B. Social Security numbers are to be kept confidential. Should any information be needed, the employee will provide requested information to employer.

SECTION 4. OPERATION OF MOTOR COACHES

(This Section does not apply to SVCs except as noted in A.)

A. All Motor Coaches in revenue service will be operated by employees holding classification of MCOs or SVCs. This section shall not prevent the operation of Motor coaches by employees other than MCOs as follows: (1) Within the garage; (2) For change-out and testing purposes; and (3) In situations when MCOs are not available as a result of employee emergencies, employee absences or for supervisor re-orientation.

B. MCOs are required to leave time points on schedule, however, when service is not adversely affected, the 0-5 minute late standard will be considered in determining on-time performance.

1. Supervisors will consider minimum travel time from the last service time point on the schedule to determine whether the motor coach operator is arriving at the garage too early.

2. MCOs are required to leave their scheduled time points on time, however, they may arrive up to 3 minutes early at the shift relief point as long as service and safety are not affected adversely.

C. Fixed window coaches will be given priority on change-outs for air-conditioning problems.

D. Motor Coaches with inoperable radios will be given priority in change outs, or be given a hand held radio when available for the purposes of safety.

SECTION 5. COMPENSATION

A. Pay Plan – Effective the first pay period starting date after ratification, MCOs with a seniority date prior to January 1, 1999 will receive a step increase.

B. Effective the first pay period starting date after ratification, SVCs with a seniority date prior to January 1, 1998 will receive a step increase.

C. Effective the first pay period starting date after ratification, the hourly rate of pay for step 7 will be \$15.00/hour for MCOs and \$14.00/hour for SVCs.

Pay Plan:

MCO HOURLY RATE

01	\$10.94
02	\$11.56
03	\$12.16
04	\$12.61
05	\$13.39
06	\$13.93
07	\$15.00

SVC HOURLY RATE

01	\$9.94
02	\$10.56
03	\$11.16
04	\$11.61
05	\$12.36
06	\$12.93
07	\$14.00

D. Longevity Pay – Longevity pay will be paid as follows for the term of this contract.

Years of Continuous Service

5 Years and 1 Month
6 Years and 1 Month
7 Years and 1 Month
8 Years and 1 Month
9 Years and 1 Month
10 Years and 1 Month
11 Years and 1 Month
12 Years and 1 Month
13 Years and 1 Month
14 Years and 1 Month
15 Years and 1 Month
16 Years and 1 Month
17 Years and 1 Month
18 Years and 1 Month
19 Years and 1 Month
20 Years and 1 Month and Over

Longevity Pay Per Pay Period

\$19.62
\$23.54
\$27.46
\$31.38
\$35.31
\$39.23
\$43.15
\$52.62
\$57.00
\$61.38
\$65.77
\$70.15
\$74.54
\$78.92
\$83.31
\$87.69

E. Straight, Split and Relief Run – Regular work runs will be classified as straight, split and relief. A straight run is computed on the basis of continuous time on duty. A relief work run is made up of the off days of three or more regular runs. A split is daily regular runs with a break in continuous service. Split runs advertised for bid will be expressly posted as split run assignments. Drivers assigned to split runs will receive for hours worked, twenty-five cents per hour split run pay for runs with a total time of less than 13 hours, thirty cents per hour split run pay for runs with a total of more than 13 hours, and thirty five cents per hour split run pay for runs with a total of 13.5 hours or more.

The differential pay applies provided that:

1. The operator works the first half of the shift and a minimum of half of the second shift.
2. A callback never constitutes a split run.
3. Extra Board operators will be paid the split run differential when assigned to regular split runs.
4. Extra Board assignments of pieces of work never constitutes a split run.
5. The differential pay will not be paid for: Injury Time, Sick Leave, Holiday Pay or Vacation.

F. Call Back- All operators who have completed their assignments and are called back to work or are asked to work additional hours with a break of thirty (30) minutes, will be paid for a minimum of two (2) hours at straight time rate, or at one and one-half their normal hourly rate for actual time worked, whichever is greater. It is understood by the parties that once an MCO or SVC is required to call in and make themselves available he/she will be compensated with stand-by time at their normal rate of pay from the time required to call in until released.

G. Holidays- In addition to normal holiday pay at straight time, time and one-half will be paid for all hours worked on the day of the City observes for the following holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employee's Birthday

(In accordance with Section 401.1 of the Personnel Rules and Regulations as stated on 10/14/91).

Employees will be given an option to take an alternate holiday for Veterans' Day and Washington's Birthday. In selection of an alternate holiday, seniority will be given preference. The employee may opt to receive either time and one-half off duty or pay.

H. Factory Drive-Aways – Permanent, non-probationary drivers for factory drive-away will be selected on a rotating seniority basis. The employee will be paid for eight (8) hours per day. The employee's expenses will be paid in accordance with City Policy and State Law.

I. Pay Day – MCOs and SVCs will be paid every other Friday, as is the current practice of the City.

SECTION 6. CHARTER SERVICE AND SPECIAL EVENTS.

Assignments under this section shall be made in the following order:

1. Extra Board Operators who have not, or probably will not, work a forty (40) hour workweek, will be assigned first.
2. A Volunteer list will include regular operators, Extra Board operators, and SVCs who have completed or probably will complete their established forty (40) hour workweek. Failure to report for work after volunteering will be treated as an absence from work and subject the operator to disciplinary action.
3. Reverse order of seniority – again the employee is required to report to work. No paid leave will be granted except for sick leave with a certified doctor's certificate. Should an operator be assigned to work as provided herein, the employee must work the assignment, or on his/her own find another City of Albuquerque MCO or SVC, who is not scheduled to work, to work the assignment. This will be restricted to MCOs and SVCs respective Divisions.
4. Both parties will comply with Federal Regulations pertaining to hours of service.
5. Overtime work may be required in emergencies, as determined by supervisors.
6. If the City contracts with any outside entity to provide buses and drivers to service a special event, such service will be considered a job assignment subject to this Section, and Drivers will be required to work the assignment.
7. If the City contracts with any outside entity to provide buses and drivers to service a special event, the drivers shall be compensated at time and one-half their regular rate of pay for such assignments.
8. The City shall meet and confer with the Union Chairman prior to contracting with any outside entity to provide buses and drivers to service a special event.
9. Nothing in this Section shall be construed to be a waiver of any rights conferred by the Section 13(c) of the Federal Mass Transportation Act.

SECTION 7. CLOTHING

The Clothing Allowance will be \$600.00 per year and will be paid in 12 equal payments or 26 equal payments.

SECTION 8. TIME LOST THROUGH NO FAULT OF OPERATOR

The City will not be held responsible for operator's time lost when coaches or Sun Van vehicles are prevented from leaving the garage or are ordered to return to the garage or if an act of god or circumstances beyond the control of the City prevents the maintaining of service. Except that when a regular assigned driver reports for work and is unable to perform his/her duties as a result of bad weather, he/she shall be paid the regular rate of pay of that day and may be assigned other duties.

SECTION 9. ATTENDING COURT

An employee who is instructed by the Transit Director of the City to attend Court either as a member of the jury or as a witness will be paid as follows:

1. MCOs or SVCs assigned to a regular run or line will be paid no less than what the employee would have received for the regular run or line which was missed by reason of his/her attendance at court.
2. Extra Board Operators will be paid at their regular hourly rate for the time spent attending court.
3. However, the employee will pay over to the City any fees received by the employee for attending court except for fees received for attending court on the employee's day off.
4. When the employee is released by the court, the employee will report back immediately to his/her supervisor and assume his/her normal duties.

SECTION 10. PREPARATORY TIME AND STORING TIME

All MCOs and SVCs shall be paid twelve (12) minutes per day for each pullout of a regular assignment from the Transit Department Terminal for the purpose of performing those preparatory duties stipulated by the Transit Director. Should additional preparatory duties be requested by the Transit Director, the negotiating committees of the City and the Union shall meet to determine the amount of additional preparatory time required. All MCOs and SVCs shall be paid six (6) minutes for storing equipment at the end of the run after pulling in to the yard at the Transit Department Terminal.

SECTION 11. TRAINING OF NEW DRIVERS

1. MCOs and SVCs who are assigned to train new MCOs or SVCs, will train a maximum of two trainees per training session and will receive sixty (60) minutes per day at straight time for four (4) hours or more of training per day and thirty (30) minutes per day at straight time rate of pay for less than four (4) hours of training per day and shall be paid in the same pay period as the work shift, upon proper completion and submission of the trainee evaluation sheet.
2. The parties agree to meet and confer in order to establish a better training program.

SECTION 12. OVERTIME

1. Regular Operators, Extra Board Operators and SVCs will be paid at the rate of time and one-half their regular hourly rate of pay for all hours worked in excess of 40 hours per week.

2. Extra Board Operators requested to work on a scheduled day off will be paid at the rate of one and one-half their regular hourly rate of pay for hours worked in excess of 40 hours for the week.

3. If the unscheduled extra board protector is called in to work and no work is available when he/she reports to work, he/she will be guaranteed at least one (1) hour's work. If the protector elects to leave immediately, no guarantee is required.

4. The Chairman of the Local Committee of Adjustments may count up to eight (8) hours per pay period of unpaid leave for Union business as time worked, for purposes of computing overtime under this Section.

5. Two members of the Local committee of Adjustments, one from Sun Tran and one from Sun Van may count up to four (4) hours of unpaid leave for Union business as time worked, for purposes of computing overtime under this section.

6. The intent of this Section is to guarantee Extra Board Operators one day off each week.

SECTION 13. VACATION

A. MCOs and SVCs shall accrue vacation on the basis of a (40) forty-hour week:

Continuous Service	Monthly Accrual	Yearly Accrual
1 month to 5 years	8.3 hours	12.5 – 8-hour days
5 years to 10 years	10 hours	15 – 8-hour days
10 years to 15 years	12 hours	18 – 8-hour days
15 years and over	13.3 hours	20 – 8-hour days

A1. MCOs and SVCs may not receive their scheduled bid vacation when transferring to MCOs and SVCs. But, it will be entitled to a vacation sometime within 12 months. The Union and Management will meet and confer on a case-by-case basis to resolve scheduling issues resulting from employees transferring from MCO or SVC.

B. Up to two Union officers selected by the membership to represent them at the "Chairman's Conference," the "Regional Conference," and the "Delegate's Conference" (once every four years) will be given preference on scheduling vacation for these conferences.

C. **Comp Time.** Employees who work overtime in excess of their normal 40 hour work week during the three special events (State Fair, Balloon Fiesta and Luminaria Tour) may choose time and one-half payment or time and one-half comp time. The employee must make this choice prior to working the overtime assignment.

1. Employees will be allowed to accrue a maximum of 40 hours worked which equals 60 hours of comp time. Approved comp time will be used on a "first come first served basis." There will be a maximum retention period for accrued comp time. The comp time must be used by April 1, of each year. Any comp time not used by April 1, of each year will be paid on the next full pay period.

2. This pilot program may be canceled by either party by providing a 30-calendar day written notice to the other party. This pilot program only pertains to Section C, C1, and C2.

D. The U.T.U. Local Committee of Adjustments Chairman will meet with the Employee Relations Department Director or his designee after the opening of negotiations to identify the members of his/her negotiating team and the dates required for negotiation, preparation, and ratification. When the parties agree on the time needed, Employee Relations will ensure that the times agreed upon will be given to the U.T.U. team on a paid basis as per Merit System Ordinance and Administrative Instruction #7-24.

SECTION 14. PHYSICAL EXAMINATIONS

The City will bear the expense of in-service medical examinations required by the City. The City reserves the right to designate the examining physician. Employees, who are required by the City to take a physical examination and, who as a result, lose time regularly worked, will be compensated at the employer's regular rate of pay. In no case will overtime be paid for these examinations.

SECTION 15. SENIORITY

A. Seniority for the purpose of this contract is defined as follows:

1. For employees hired on or after February 1, 1965, seniority is established by the seniority list published and posted on February 1, 1965.

2. For employees hired after February 1, 1965, and before July 21, 1984, the current seniority list will apply.

3. For employees hired on or after July 21, 1984, the date of hire as a permanent MCO shall establish seniority. Drivers hired on the same date are required to draw lots to establish who is senior.

B. Seniority will be recognized for the following purposes:

1. Bidding on runs, and displacement privilege and days off.

2. Bidding on vacation.

3. Layoff and recall.

4. On promotions (when qualifications, performance and fitness are equal).

C. Posting of Seniority Roster: A seniority roster heretofore defined, will be posted on the bulletin boards to which MCOs shall have access at all times. Current seniority rosters shall be posted on March 15, June 15, September 15, and December 15 of each year and the Union shall be furnished copies.

D. Protest of Seniority Roster: A protest of seniority roster on current posted lists must be made within fifteen (15) days from the seniority list is posted, or the seniority list will be considered correct.

E. Employees will not lose their seniority rights while assigned to Physical Layoff (Department 98).

F. MCOs promoted or demoted within the Transit Department will have seniority reinstated upon returning to the position. Seniority will not be accrued while outside the MCO.

G. Seniority for SVCs will be reduced to a master list that represents the order already established at Sun Van. This list will become official when signed by the Chairman of the Local Committee of Adjustments and the City's Director of Employee Relations.

H. Efforts will be made to post assignment board by 6:30 PM.

I. Any permanent, non-probationary employee transferring to Sun Tran or Sun Van will be put on the bottom of the permanent, non-probationary seniority roster.

SECTION 16. LAYOFF AND RECALL

A. When it is necessary to have a reduction in force of employees holding the job of MCO or SVC, MCOs and SVCs will be laid off in reverse order of their designated seniority and will retain and accumulate all seniority rights and privileges, subject to the provisions of Section 15, Seniority.

B. MCOs and SVCs laid off as a result of a reduction in force will be privileged to perform work in other City departments when such work is available, and will be privileged to work for other employers and retain their seniority as MCOs and SVCs in the Transit Department. Laid off employees have the responsibility of keeping the City informed as to correct mailing addresses. MCOs and SVCs laid off due to reduction in force will be called back as MCOs and SVCs in the Transit Department in their seniority order according to the following procedure:

1. The City will advise each MCO or SVC to be recalled by certified or registered United States Mail, delivered to addressee only, return receipt requested, or by telegram. A copy of such recall notice will be furnished to the Union.

2. An MCO or SVC upon receiving notice of recall, will within three (3) days, acknowledge receipt of same by certified or registered United States Mail, or by telegram, advising the City of the date he/she will be available for service, which available date must not be later than twenty (20) calendar days from the date the operator receives his/her recall notice; under extenuating circumstances, such period may be extended by the City.

C. MCOs or SVCs failing to comply with these regulations will forfeit their recall rights and will be terminated. It is understood that the City will have discharged its obligation of notification to laid off MCOs or SVCs by having forwarded recall notices as herein outlined.

SECTION 17. WORK ASSIGNMENTS

A. Regular assignments will be advertised for bid. The bid notice will identify the type of assignment, number of hours, and time the bid procedure will close. New runs and vacancies between general bids will become a part of the Extra Board.

B. General Bid for Assignments: - A general bid for all regular runs shall be conducted approximately every four (4) months, beginning in the month of June. At the direction of the Transit Director, a bid may be conducted anytime during the year to address budget or other administrative considerations. If this situation occurs, the next general bid will occur within a period not to exceed four (4) months. All bids will be posted. It is recognized that the general bid is for the benefit of the bargaining unit and no pay will be given for this bid process.

C. Bids to be made in order of Seniority:

1. MCOs will bid for their respective runs in order of seniority. Any MCO failing to fill his/her position on the Board at the time allocated his/her will be bid around by the other operators in their respective order, taking their choice of bids, including the one held by the operator not present to take his/her turn. Bidding done on the employee's time off is not time worked.

The bid will normally begin on a specified date, and end approximately 7 days later.

A member of the L.C.A. will monitor the entire process. Time spent monitoring the process will be paid as City business time. Any gap between bid times will be considered paid time.

Supervisors will assist in the bid process only when the U.T.U. monitor is unavailable.

In most instances, drivers will be assigned to bid outside of times when they are on their regular work shifts. Other than extra board drivers, no driver will be required to bid during his/her assigned run unless doing so would hold up the bid board for more than three (3) hours. In such cases, the driver will be expected to submit a proxy bid to designate their choice of bids.

Drivers will be allowed ten (10) minutes to complete their bid.

Both Union and management will have a copy of all proxy bids.

If requested by U.T.U., there will be two bid boards, one for bidding, and the other for review by those drivers waiting to bid.

2. SVCs will be allowed to bid on regular assignments in seniority order. The assignments to be bid will be posted. The bidding process is for the benefit of the bargaining unit and no pay will be given for this process.

The bid process will occur every four months. The U.T.U. Sun Van representative or a member of the L.C.A. will monitor the entire bid process. Time spent

monitoring the process will be paid as City business time. Supervisors will assist the bid process only when the U.T.U. monitor is not available.

Drivers are allowed ten (10) minutes to complete their bids. All proxy bids will be kept in a locked box. U.T.U. and management will have the only keys. There will be two bid boards if requested, one for bidding and one for those waiting to bid. Drivers are not required to be present to bid.

Drivers may submit a list to U.T.U. of five (5) choices of schedules in order of preference. The supervisor, Sun Van representative, or L.C.A. member are authorized to bid for an absent driver.

Proxies are required if any SVC is not available for his/her bid time. The U.T.U. will bid for any SVC who is not present to bid during his/her time and who has not presented a proxy.

The parties will make all reasonable efforts to complete the bid process within two days.

3. In the event an operator is on duty when his/her turn comes to bid on the assignment but time will not permit him/her to be at the place of bidding, the operator will not be bid around.

D. Assignment Changes – When a regular or extra assignment is so changed that working conditions are materially changed, the parties shall meet and confer in an attempt to determine the most efficient manner to resolve the situation. If the situation is not resolved by mutual agreement a new bid will be conducted to follow the agreement. In the operations and application of this section the following will be considered a material change: Change of over two (2) hours in signing on or off assignment.

1. Once posted, the daily board will not change MCO or SVCs assignments without notifying the employee. If an MCO or SVC has a tardy or missout due to lack of notification of an assignment change, the MCO or SVC will not be subject to disciplinary action as a result of the tardy or missout.

E. Regular Assignments – All passenger service work that can be combined to provide eight (8) or more hour's work and having a regularity of five (5) or more days per calendar week will be established as regular assignments. Regular assignments may be split only once without payment of continuous time.

SECTION 18. EXTRA BOARD OPERATORS

1. The Extra Board will be maintained at a level consistent with the needs of the department. The Extra Board will be established and maintained under the control of the Transit Director or his/her designee.

2. Extra Board Operators will be guaranteed a minimum of forty (40) hours of work per week with one (1) scheduled day off per week. Operators will also have a minimum of eight (8) hours of release from duty before commencing a new workday. Extra Board Operators assigned to work a regular bid run will receive the same guaranteed time as the driver regularly assigned to that run.

3. Extra Board Operators may bid in seniority order on regular runs available for five or more consecutive work days. Regular runs may become available as a result of new positions or temporary vacancies in regular assignments. Regular runs may also be available due to vacation, deaths, retirement, or termination of a regular operator. Extra Board Operators that bid on regular runs must retain that run until the regular operator returns or the next regular bid; whichever occurs first. Extra Board Operators may not bump other Extra Board Operators already on regular runs. Extra Board Operators who bid regular runs are still considered on the Extra Board.

4. Extra Board Operators will bid for the available day off by seniority. However, should an Extra Board Operator bid for an available regular run, that operator will be required to accept the days off assigned and will be paid 8/10 hours that are guaranteed for that regular run.

5. It is recognized that management may make necessary adjustments to accommodate the forty-hour (40) workweek guarantee and/or reduce unnecessary overtime.

6. The bidding process (subsection 18-3 through 18-5) will be reviewed by management on a regular basis. Should problems arise, adjustments may be made with prior input from Union representatives.

7. The City agrees to make every reasonable effort to assign the Extra Board Operators regular hours of eight hours per day consistent with operational needs and the public interest.

SECTION 19. ASSIGNMENT EXCHANGE

1. Assignment exchange is an agreement among and between two drivers trading assignments for one day or part of a day. It shall not be the responsibility of the City to make any monetary adjustment regarding the execution of an assignment exchange.

2. Drivers who participate in an assigned exchange must provide written, signed agreement to exchange assignments to the operation supervisor at least 24 hours prior to the starting time of the assignment exchanged.

It shall be the responsibility of the operator initiating the request to submit all required paperwork. Also, it is the responsibility of the operators to sign the sign-on sheets in the area designated for run exchanges on the date of the exchange. Failure to comply with this subsection will disqualify an operator for such privileges for up to one year. Assignment exchanges will be limited to no more than 4 per quarter per individual whether you are the requesting or agreeing operator. Exchanges will be subject to approval by Division Manager or his/her designee

3. Operator who agrees to work that shift shall be responsible for execution of shift, in the event an operator reports off for any reason, and the vacancy necessitates overtime; then the operator responsible shall be docked the overtime at time and one-half. In the event an operator reports off for any reason when he is to execute this trade agreement, and the vacancy does not necessitate any overtime, then the shift shall be paid back as agreed upon, at the Department's discretion, or within thirty days. The Tardiness and Missout, Section 38, will apply to assignment exchanges.

4. A driver will be eligible for paid sick leave while on an assignment exchange with proper documentation. If the driver doing the assignment exchange reports off sick and is granted sick leave, he/she will be charged for that leave.

SECTION 20. TRANSFERS/PROMOTIONS

A. MCOs and SVCs are not subject to an additional probationary period when transferring or being promoted within the department.

B. During this period of probation, the City will evaluate the employee's performance and determine whether the employee should be retained or discharged. This is the last step of the selection process.

C. Should an employee transfer into the position of MCO or SVC from another City position, the employee will receive the rate of pay closest but not lower than his/her current pay rate and must be within the pay range established for MCOs and SVCs. (See Section 15, Seniority)

D. The Local Committee of Adjustments shall have input in the evaluation of employees being considered for the positions of upgrade supervisor. (D. Does not apply to SVCs).

SECTION 21. LEAVE OF ABSENCE

A Refer to Section 17, as amended "Leave With Pay" and Section 18, as amended, "Leave Without Pay" of the City's Merit System.

B. Leave of absence will be granted to employees without loss of seniority.

C. Leave Without Pay: Employees holding office in The United Transportation Union may be granted leave without pay under the provisions of Section 18 of the City's Merit System Ordinance, as amended. The employee will retain seniority rights as defined in Section 15 of this Agreement.

D. MCOs and SVCs will be eligible for leave without pay privileges for up to two (2) consecutive working days when qualified replacement drivers are available subject to the prior approval of the Department Director or his/her designated representative. During normal working hours there will be a designated supervisor present to make decisions concerning leave without pay requests.

E. Return From Leave, Time to Report: MCOs and SVCs returning from sick leave or leave of absence must report for duty not later than 2:30pm, preceding the work day. MCOs and SVCs reporting back after 2:30pm will not be guaranteed to work their normal bid run, but will go to the bottom of the extra board for the next day's work assignment. EML will be considered on a case-by-case basis. A supervisor may not obtain confidential medical information concerning an employee without written approval from the employee.

F. Employees Disabled: Employees holding the job position of MCO and SVC who may become physically disabled and unable to perform their normal duties may be given

considerations for assignment to such other duties as they are qualified to perform in the Transit Department.

G. Injury in the Performance of Duty: Refer to Section 16, as amended, of the City's Merit System Ordinance and the City's Modified Work Policy. Employees injured in the line of duty will abide by the City's Light Duty Modified Work Program. Should the policy be amended, the Union will be given an opportunity to review the amendments and provide written input within 15 days of implementation.

H. Injury Time, Sick Leave, Emergency (Medical) Leave, Holiday Pay, and Vacation for the Extra Board:

Payments under these categories are to be credited toward the guaranteed minimum work hours per week for the Extra Board. Only Holiday Pay will be credited toward the established workweek required for the purpose of computing weekly overtime.

I. Emergencies: Supervisors will act immediately to relieve an MCO or SVC upon receiving the first notice of an emergency. In the event of a death in the Operator's immediate family, a bulletin will be posted on the bulletin board (if requested by the employee).

J. At the time of normal retirement, all unused accrued sick leave will be converted to early retirement leave and may be taken as paid leave or cashed out in a lump sum.

K. When an employee receives a miss out, sick leave or vacation leave may be considered by the Director or his/her designee on a case-by-case basis for that day.

L. An operator who dies under honorable circumstances, will have all unused accrued sick leave paid to the Operator's beneficiary identified on the City's life insurance policy. This benefit does not apply in the case of suicide.

M. Hardship Leave – This benefit will be applied as provided for under Section 17C of the Merit System Ordinance.

N. Emergency (Medical) Leave: Emergency medical leave with pay may be charged to accrued vacation or accrued sick leave at the option of the employee. Emergency Medical Leave will not be included in the calculation of the 44% sick leave usage as provided for in Administrative Instruction 100.

N1. Vacation donation will be approved at the Department level by the Department Director or his/her designee. City wide vacation and sick leave donations will require CAO approval. The employee collecting the hours will be compensated 4 hours City time.

Additionally, it is understood the motor coach operators are responsible for the accurate completion of their P-30 requests for leave. The same training available to supervisors on proper completion of P-30's will be available on a volunteer basis to MCOs.

O. Maternity Leave – Maternity Leave will be handled in accordance with the City's Personnel Rules and Regulations and the Merit System Ordinance.

P. Emergency Unscheduled Vacation may be approved by management, subject to available staffing.

Q. Emergency leave may be charged to accumulated sick leave for up to three (3) days in the case of serious illness or injury to a member of the immediate family of the employee. A doctor's certificate stating the nature of the illness and requesting the employee's presence is required. Immediate family for the purpose of emergency leave is defined as the employee's spouse, child, stepchild, mother, father, grandparents, mother-in-law, father-in-law, brother, and sister.

A maximum of three (3) days emergency leave may be used in case of death in the employee's immediate family. An additional day may be granted for every 500 miles traveled from Albuquerque one way required to attend funeral services. Proof of death will be required before the absence may be charged to emergency leave. Operators may request vacation or shift exchange for brothers-in-law, sisters-in-law or grandparents-in-law.

R. The City and the Union agree to abide by the provisions of F.M.L.A.

S. The City will compensate the chairman or his/her designee for time spent in grievance resolutions as well as other matters directly related to representation of the bargaining unit members which are also beneficial to the City of Albuquerque.

SECTION 22. MILITARY LEAVE

Any employee who is a member of organized units of the Army or Air National Guard, Air Force, or Marine Reserves will be allowed leave with pay not to exceed fifteen (15) calendar days within a calendar year when he/she is ordered to active duty training with such organized units. Such leave is in addition to earned vacation leave to which such employee is otherwise entitled; however, such military leave shall not exceed one hundred and four (104) normal working hours per calendar year. No leave may be taken in conjunction with Military Leave.

SECTION 23. WORKER'S COMPENSATION

The parties hereto agree and understand that the City and the Union will abide by the provisions of the Worker's Compensation Act of the State of New Mexico.

SECTION 24. REST PERIODS

A. Transit employees working eight (8) or more hours per day shall be granted one (1) ten-minute rest period during the first half of the shift and one (1) ten-minute rest period the last half of the shift. Such periods will be scheduled by Management. If a piece of work run, works less than three (3) hours and has no break, the other part of the work run will be guaranteed to have at least twenty (20) minutes of break time not to be scheduled towards the end or beginning of shift, SVCs working 8 or more hours per day will be granted one 15 minute rest period during the first half of the shift and one 15 minute rest period during the last half of the shift. Such periods will be scheduled by Management. Management will schedule a 30 minute non-paid lunch period for SVCs working 8 or more hours per day.

B. When a place of rest period is changed or created, the Union will be allowed input prior to the change, except under emergency conditions. (B. Does not apply to SVCs).

C. The Transit Department will assign an employee the duty of identifying businesses on bus routes that allow Motor Coach Operators to use their restroom. Motor Coach Operators agree not to abuse this privilege granted by business owners. (C. Does not apply to SVCs).

D. The parties recognize that the provisions of section 24A cannot be adhered to in all instances, however they will continue to be a goal of the Union and the Department. In an attempt to reach this goal the Department will implement a Break and Recovery Time scheduling plan. In order to accurately measure route running times for this plan, employees recommended by the Local Committee of Adjustments will be involved in assisting the Department in determining the actual running time.

1. **DEMAND RESPONSE SERVICE**

Lunches for SVCs will not be scheduled before 10:30AM. SVCs will be granted one fifteen minute rest period during the first half of the shift and one fifteen minute break during the second half of the shift.

2. **FIXED ROUTE SERVICE**

It is a goal of the City and the Union to correct breaks and recovery time at the earliest possible time when the City receives notice of the problem.

Two committees will be created, one to deal with the fixed route rest period issues, and one to deal with paratransit rest period issues.

The fixed route committee will include one LCA member. The paratransit committee will include the Sun Van Representative.

Both committees will include management representatives who will consider the input of the LCA and Sun Van representative.

SECTION 25. TRANSPORTATION

A. All MCOs and SVCs to include those who have retired and their wives and children under the age of 19 years and handicapped sons or daughters living in the employee's household will receive free transportation over the lines of the City.

B. The City will furnish transportation to and from the point of relief to the terminal (AM or PM) if requested on the bid sheet, except for reliefs at Yale and Central, and Yale and Kathryn. The transportation will be either by motor coach or by vehicle shuttle.

C. For the Yale and Central and Yale and Kathryn reliefs, the City will furnish transportation, if feasible, during after-dark hours and inclement weather.

D. The parties agree to comply with all applicable Court rulings affecting this section.

SECTION 26. BULLETIN BOARDS

A bulletin board will be furnished by the City in the MCOs and SVCs driver's room for the posting of official Union notices and other information except religious, political, derogatory, inflammatory, or discriminatory notices. The bulletin board will not be used to criticize the Union, and any of the Union officials, management, any management policies or any management employees.

SECTION 27. RETIREMENT

A. The City will abide by the Public Employees Retirement Act of New Mexico as is now in effect. Employees of the Transit Department of the City of Albuquerque covered by this bargaining agreement are by State Law members of P.E.R.A.

B. Effective the 13th pay period start date after ratification (August 11, 2001), the City will contribute 3.29% of the employee contribution to P.E.R.A., decreasing the employee contribution from 13.15% to 9.86%.

C. Effective the 26th pay period start date after ratification (February 9, 2002), the City will contribute an additional 3.29% of the employee contribution to P.E.R.A., decreasing the employee contribution from 9.86% to 6.57%.

D. Effective the 49th pay period start date after ratification (December 28, 2002), the City will contribute a final 3.28% of the employee contribution to P.E.R.A., decreasing the employee contribution from 6.57% to 3.29%.

E. In the event the P.E.R.A. Board or a court of competent jurisdiction determines the City cannot implement the increases to the P.E.R.A. contribution, as set forth above, the parties will meet to negotiate and alternative means of implementation in compliance with P.E.R.A. regulations and the applicable law.

F. Should state legislation be enacted to allow for an increase in the formula for retirement when the increase in cost is to be born completely by the employee, the City will afford the employees an opportunity to vote on the issue of inclusion under the increased formula.

SECTION 28. GROUP LIFE INSURANCE

The City will furnish Group Life Insurance, which is under-written by the Equitable Life Assurance Society of the United States, to employees of this bargaining unit.

SECTION 29. GROUP HOSPITALIZATION INSURANCE

The City will provide group hospitalization plan(s) for its employees. The plan is voluntary. The City will pay 80% of the cost and the employee will pay 20% for each employee or the employee and his/her dependents who elect to participate in a plan. The plan will continue to be in effect until modified or amended by the City.

SECTION 30. REIMBURSEMENT/REPLACEMENT

A. The City agrees to reimburse or replace the following items if lost as a result of a holdup or robbery while the employee is on duty.

1. Ticket Punch
2. Standard watch required by the Transit Department not to exceed \$75 in value.

B. The City will reimburse Motor Coach Operators and SVCs for all health aides damaged in the line of duty.

C. It is understood that employees will use due caution and diligence in the handling and protection of the items identified above as well as other City property in their possession.

SECTION 31. VERIFICATION OF SERVICE

Upon the termination of an employee holding the job classification of Motor Coach Operator and/or SVC and upon request, he/she will be given a certificate or letters showing his/her length of service and type of position.

SECTION 32. FUND DRIVES

The Union agrees to cooperate in voluntary fund drives supported by the City.

SECTION 33. FIDELITY BOND

Should a MCO or SVC be sued in a Civil action for any allegations arising out of the course and scope of the MCOs and SVCs employment, the City will defend and indemnify that MCO or SVC pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1 et. seq. N.M.S.A. 1978 as amended.

SECTION 34. PHONE SERVICE

MCOs and SVCs must provide themselves with telephone service and notify the Transit Department of the telephone number as a condition of continued employment. The City will cooperate and assist the employee, when requested, in obtaining telephone service. It is recognized that these telephone numbers are confidential and will not be released.

SECTION 35. UNIFORMS

A. Service uniforms must meet the requirements of the City. MCOs and SVCs will not be required to patronize any particular firm or individual. Employees shall purchase uniforms that meet the required specifications designated by department rules and regulations.

MCOs and SVCs may have the opportunity to wear appropriate outerwear as dictated by seasonal weather conditions.

B. Operators will wear the complete uniform as authorized. The wearing of ties and long or short sleeve shirts (one or the other) will be optional.

C. The parties will work together to identify the appropriate seasonal wear and the suppliers of MCO and SVCs Uniforms.

SECTION 36. CITY ISSUED PROPERTY

MCOs and SVCs shall not be required to bear the expense for ticket punchers, rulebooks, or other property issued by the City. Operators will be held accountable for issued property. If lost or rendered unserviceable beyond that occasioned by ordinary wear and tear, the operator shall be required to pay for same at replacement prices. The wearing of the City insignia is optional unless supplied by the City. The wearing of the City insignia is optional for SVCs.

SECTION 37. WEARING OF UNION EMBLEM

MCOs and SVCs will be permitted to wear the Union emblem or insignia or other apparel, such as windbreakers, while on duty so long as those items are mutually agreed upon by the parties.

SECTION 38. TARDINESS AND MISSOUTS

A. Tardiness is defined as being late for the drivers' sign-on but prior to the pull-out (from the garage) time. Tardiness is applied to pullouts from the garage and does not apply to relief's (For MCOs only).

1. First Tardy – The driver will work the assigned run and receive a letter of warning.
2. Second Tardy – The driver will work the assigned run and receive a letter of reprimand.
3. Third Tardy – The driver will work the assigned run and will receive a one day working suspension.
4. Fourth Tardy – The driver will work the assigned run and receive a two day LWOP suspension.
5. Fifth Tardy – The driver will work the assigned run and will receive a three day LWOP suspension.
6. Sixth Tardy – This constitutes just cause for termination.

Penalties under this Section will be taken within 30 days of the date of the disciplinary action or the date of the hearing determination whichever occurs last.

B. Missout – is defined as failure to be present for work by the pullout or relief time on an assigned run. If a driver has a missout, but makes himself/herself available for work within the first two hours of the sign-on or relief time, the following sanctions will apply:

Level 1. The first missout – The driver will be assigned to complete their own route or below all permanent drivers on the extra board or alternative duties of benefit to the City. Drivers will be paid for the time driving or performing other assigned duties. The drivers will receive a letter of reprimand.

Level 2. The second missout – The driver will be assigned to complete their own route or below all permanent drivers on the extra board or alternative duties of benefit to the City. Drivers will be paid for the time driving or performing other assigned duties. The driver will receive a second letter of reprimand.

Level 3. The third missout – The driver will be assigned to complete their own route or below all permanent drivers on the extra board or alternative duties of benefit to the City. Drivers will be paid for the time driving or performing other assigned duties. The driver will receive a two-day working suspension.

Level 4. The fourth missout – The driver may be assigned below all permanent drivers on the extra board and will receive a four day actual suspension. The driver may be assigned alternative duties of benefit to the City.

Level 5. The fifth missout – The driver may be assigned below all permanent drivers on the extra board and will receive a 10 day actual suspension. The driver may be assigned alternative duties of benefit to the City.

Level 6. The sixth missout – This is considered just cause for termination or other appropriate discipline.

Drivers who do not make themselves physically available within the first two hours may be subject to disciplinary action on a case-by-case basis rather than the Levels above. Penalties under this Section will be taken within 30 days of the date of the disciplinary action or the date of the hearing determination whichever occurs last. Drivers making themselves available will be put on paid status as protectors.

C. Three months (90 calendar days) of a clear record will cancel out one tardiness or one missout at the option of the employee. After the ninety (90) days employees will have the responsibility of requesting which violation is to be cleared. Employees will have ten (10) calendar days to request this to management. If the employee does not request this management may clear the most serious infraction on record.

D. The last twelve-month period will be considered for the purposes of the application of this Section.

E. A tardiness or missout as a result of a medical emergency requiring hospitalization confinement of an immediate member of the household will be dismissed with proper documentation.

F. In case of absence from work, the employee must report in (call in) at least thirty minutes prior to sign-ons beginning up to 7:30a.m. On sign-ons beginning after 7:30a.m., the employee must report in (call in) sixty minutes prior to sign on time.

G. When an employee receives a missout, sick leave, or vacation will be considered on a case-by-case basis.

H. Protector – Protector is defined as a driver who is assigned a specific reporting time and who must be available to substitute for absent drivers.

A protector will be considered tardy when he/she reports to work after his assigned reporting time but not later than 12 minutes following the reporting time.

A protector reporting to work more than 12 minutes late will be charged with a missout.

I. Tardiness and No-Shows (For Sun Van Chauffeurs Only)

1. Tardiness is defined as not reporting to work on time for sign-on as listed for that day on the driver's sign-on sheet.

2. No show is the failure to be present for work as defined in the departments policy for tardiness and no show referred to in Subsection I-3 below.

3. The City agrees to maintain a system of discipline to address employee tardiness and no-shows. All employees will be given a copy of the City's disciplinary policy upon request.

4. Employees who receive discipline in conjunction with the City's disciplinary policy will be allowed to grieve such action in accordance with the provisions of the City's Merit System Ordinance.

5. A tardiness or no show as a result of a medical emergency requiring hospitalization confinement of an immediate member of the household will be given special consideration.

6. A Protector is defined as a driver who is assigned a specific reporting time and must be available to substitute for absent drivers.

7. The Labor/Management Committee established to address a pilot program of bid runs will remain in place to address the issue of tardiness and no-shows. The Committee will make recommendations to improve the department's existing policy covering these issues.

J. Any discipline administered under this section does not prevent an employee from filing a grievance. Any discipline administered under this section is grievable.

SECTION 39. COMPLAINTS, DISCIPLINE AND MANAGEMENT REVIEWS AND INVESTIGATIONS

A. All complaints from citizens against drivers will be accepted by the Transit Department. Citizen complaints that might result in disciplinary action or a loss of pay will be in writing and signed by the complainant.

The Operator of a Sun Van or Motor Coach will be made aware of any and all complaints made against him/her. The Operator may file his/her written response to any complaint. Such written response will be attached to the complaint filed.

B. Investigation Procedures:

1. Except as otherwise noted in this Agreement, any discipline will be assessed only after responsibility is established following a management investigation and review. The department head may require a department hearing. All department pre-disciplinary hearings will comply with the Loudermill Decision.

2. Nothing in this Section shall prevent the suspension of an employee charged with intoxication, refusing to take orders from properly designated supervisors of the Transit Department, conviction of a felony or a crime involving moral turpitude pending investigation and departmental hearing as provided in this section. An employee who is so suspended and later cleared of the charge shall be reinstated into the position and paid the time lost from employment.

C. All pre-determination hearings will be held when possible at the time that is mutually acceptable to the City and the employee/representative.

(This paragraph applies to SVCs Only) The employee who is the subject of a pre-determination hearing will be on paid time for time spent at the hearing and be allowed one person of their choosing to attend the hearing as the representative. If the person chosen is a member of the Local Committee of Adjustments they will be allowed to attend the pre-determination hearing on paid time.

One member of the Local Committee of Adjustment shall be allowed reasonable time off with pay to handle MCOs grievances against the City.

The parties acknowledge that employees are not required to attend pre-determination hearings but may do so if they so choose. As a result, the time spent in the hearing is not considered time worked for the purpose of computing overtime on either a daily or a weekly basis. The City will pay the employee straight time pay for the time spent in pre-determination hearings, or in the alternative, provide straight time off at another time determined by Management.

D. Discipline: Refer to Section 2-9-24 through 2-9-25 inclusive of the City's Merit System Ordinance.

E. If an employee requests Union representation, a copy of the charges and results will be provided to a member of the Local Committee of Adjustments and a Sun Van representative.

F. When disciplinary action is considered it shall normally be initiated within 15 days from the occurrence or discovery of the occurrence for which discipline is being considered. Time may be extended by mutual agreement.

G. Nothing in Section this Section will prohibit the City from taking disciplinary action for just cause as referenced in the Merit System Ordinance.

H. The City and the Union (UTU) agree to meet within 30 days of the ratification of a new contract to discuss ways to improve G.F.I. procedures. Letters of reprimand statements are subject to disciplinary process.

SECTION 40. INTERPRETATION OF AGREEMENT

The parties hereto will consult with each other concerning any questionable interpretation of any provisions of this Agreement prior to issuance of a written ruling by either party.

SECTION 41. DISPOSITION OF CONTRACT DISPUTES

A. A sincere endeavor will be made by the City and the Union to dispose of all contract disputes arising out of the application of this Agreement.

B. Pay Dispute: If, for any reason, time claimed is not allowed, the Motor Coach Operators and SVCs will be furnished, upon request, a full and complete explanation of why time was not allowed.

C. Any and all contract disputes which cannot be resolved at the department level will be handled through Office of Employee Relations. Should an Unfair Labor practice be resolved before a Labor Board hearing is held, the filing fee for that hearing will be refunded to the Union.

SECTION 42. STRIKES AND LOCKOUTS

A. The Union agrees that it will not engage in any strike work stoppage, picketing, except for informational picketing, and honoring of any picket lines, or any other coercive action against the City during the life of this Agreement, except for reasons of safety.

B. Any MCO and SVC who participates in, supports, or encourages any strike, work stoppage, picketing, except for informational picketing, the honoring of any picket line or other coercive action against the City of Albuquerque shall be subject to discipline or discharge with the right of appeal to the grievance procedure of the Merit System Ordinance only as to the determination of the question of whether the employee so disciplined did in fact participate in, support, or encourage such strike or coercive action.

C. The City guarantees not to lock out any of its employees.

SECTION 43. IMPASSE

In the event of an impasse is reached during contract negotiations, the Employee Relations Ordinance, Council Bill 0-67, as amended and approved January 3, 1977, Section 2-2-13 will apply.

SECTION 44. OPERATOR'S RULES AND REGULATIONS

It is recognized by the parties that it is a management right to establish and change Operator's and SVCs Rules and Regulations and other policies. It is further recognized that management will solicit input from the Local Committee of Adjustments on any changes to the existing Operator's Rules and Regulations and other policies. The Chairperson of the Local Committee of Adjustments or his/her designee will meet to discuss recommendations for consideration on the Operator's Rules and Regulations and other policies with the Director or his/her designee during the third week in January and other mutually agreed upon times. The general purpose of this section is to provide fair, equal, and consistent treatment to all City Motor Coach Operators and SVCs. Within 30 days of the ratification of the U.T.U. contract, management will convene a meeting to solicit input from the Union on the proposed Driver's Rules and Regulations. The Union shall have 15 days to review and respond to the proposed changes in the Operators Rules and Regulations manual.

SECTION 45. STATUTES AND ORDINANCES

It is recognized by the parties hereto that the City of Albuquerque, New Mexico, is a creature of the State of New Mexico and therefore possesses only those powers granted to it by the State of New Mexico. It is further recognized and agreed by both parties hereto that this Agreement must be consistent with, not in conflict with, and cannot supersede the statutes of the Federal or State governments or the Employee Relations Ordinance and laws of the City of Albuquerque, New Mexico.

SECTION 46. ASSIGNABILITY CLAUSE

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of ownership or management by either party; or by any change, geographical or otherwise in the location or business of either party.

SECTION 47. CHANGES

It is understood and agreed that changes in this Agreement may be made at any time upon the mutual consent of the parties signatory to this Agreement. No changes in hours, benefits, working conditions will be made without the parties meeting and conferring.

SECTION 48. UPGRADES

The name, date, and shift of the upgraded operator to supervisor will be posted in the driver's room. SVCs who are temporarily upgraded to operate a motor coach will be compensated at a rate of Pay 15% above their regular rate of pay.

SECTION 49. SAFETY

The Local Committee of Adjustments will meet with the Director or his/her designee after ratification of the new contract to propose changes for improvement of procedures and functioning of the Accident, Incident, and Injury Review Committee.

10/15/01 - as amended

SECTION 50. SAVINGS CLAUSE

Should any part of this Agreement be rendered invalid by reason of any existing or subsequent legislation, or be any decree of a court of competent jurisdiction, the remaining portions hereof shall remain in full force and effect.

SECTION 51. ENTIRE AGREEMENT

It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties and replaced any and all previous agreements.

SECTION 52. TERM OF AGREEMENT

A. This Agreement shall become effective the first pay period start date after ratification (2/10/01), for all purposes unless otherwise stated and provided in this Agreement, and shall remain in effect through 12:00 midnight on the 52nd pay period start date after ratification (2/8/03).

B. This contract is the full Agreement on all wages and working conditions for the period of February 10, 2001 through February 8, 2003.

C. In accordance with the Labor Management Relations Ordinance either side may open negotiations not less than sixty days prior to the expiration of the contract.

SECTION 53. LIMITED RE-OPENER

Either party may re-open two (2) non-economic sections of the contract during the 26th and 27th pay periods following ratification by notifying the other party in writing. If either party elects to re-open the contract, the parties shall meet at reasonable times for thirty (30) calendar days following the notification of re-opener to attempt to reach agreement on the re-opened sections. Any agreements reached during the thirty (30) days following the re-opener will be incorporated into the contract. If no agreement is reached on any re-opened section within thirty (30) days, negotiations shall cease on those sections, and the contract will remain in force and in effect as previously agreed.

If neither party re-opens the contract, pursuant to this Section, the contract will remain in force and in effect as previously agreed until expiration.

In Witness Whereof, the parties have signed their names and affixed their signatures of their authorized representatives on this _____ day of _____, 2001.

CITY OF ALBUQUERQUE

Jim Baca 2/23/01
Mayor Date

Maria Baca Archuleta
City Clerk/Recorder

Victor E. Valdez
Assistant City Attorney
Approved As to Form

UNITED TRANSPORTATION UNION

Ronald Henry 2-23-01
Chairman Date
Local Committee of Adjustments

Frank Chan 2-23-01
Vice Chairman

Lee Valle
Secretary

Earl Dean
Sun Van Div. Vice Chairman